

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

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|---------------------------------------------|---|------------------------------------------|
| DIMITRIOS SPIRILIOTIS, an |) | |
| individual; GEORGE |) | |
| DIAMANDOPOLOS, an individual; |) | |
| ANTONY KERAMONTE, an |) | |
| individual; VASILIKI INGLEZOU, an |) | |
| individual, IOANNA INGLEZOU, an |) | |
| individual, NIKOLAS FATOUROS, an |) | |
| individual; ELENI |) | |
| ANATHASOPOULOS, an individual, |) | Case No.15-CV-6105 |
| And ELENI LIAKOS, an individual, |) | |
| |) | |
| Plaintiffs, |) | Judge Edmond E. Chang |
| |) | |
| v. |) | Magistrate Judge Sidney Schenkier |
| |) | |
| P-K-B INCORPORATED, d/b/a |) | |
| Psistaria Greek Taverna, an Illinois |) | |
| Corp. and ATHANASIOS BOURNAS, |) | |
| an individual, |) | |
| |) | |
| Defendants. |) | |

AGREED MOTION FOR COURT APPROVAL OF SETTLEMENT
AND DISMISSAL OF LAWSUIT

Plaintiffs, Dimitrios Spiriliotis, George Diamandopoulos, Antony Keramonte, Vasiliki Inglezou, Ioanna Inglezou, Nikolas Fatouros, Eleni Athanasopoulos, and Eleni Liakos, and Defendants, P-K-B Incorporated d/b/a Psistaria Greek Taverna and Athanasios Bournas, through their respective attorneys, Steven S. Shonder of The Law Offices of Steven S. Shonder and Jody Wilner Moran and Alison B. Crane of Jackson Lewis P.C., jointly move for the Court to approve the settlement entered between the parties, enter the parties' stipulated judgment, and enter an order dismissing this matter. In support of their motion, the parties state as follows:

1. On November 17, 2015, Plaintiffs filed a Third Amended Complaint against Defendants alleging violations of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et*

seq., the Illinois Minimum Wage Law (“IMWL”), 820 ILCS § 105/1, *et seq.*, and the Illinois Wage Payment and Collection Act (“IWPCA”), 820 ILCS § 115/3 *et seq.*, alleging various wage and hour violations.

2. The parties have engaged in extensive arm’s length settlement negotiations through their respective counsel and attended a settlement conference before this Court on November 9, 2015. As a result of these negotiations and the parties’ settlement conference, the parties have reached a mutually satisfactory settlement. The terms of the settlement are contained in the parties’ Confidential Agreement and General Release (“Agreement”). An executed copy of this Agreement will be filed (under seal) as Exhibit A to this Motion.

3. The parties jointly request that this Court approve the parties’ Agreement because it is a fair and reasonable resolution of bona fide disputes under the FLSA, IMWL, and IWPCA. The settlement provides relief to the Plaintiffs and eliminates the inherent risks both sides would bear if this litigation were to continue. Accordingly, the parties respectfully request that this Court enter an Order in which the Court states that the proposed Agreement reflects a fair and reasonable resolution of a *bona fide* dispute regarding wages and the Court approves the settlement.

4. Upon approval of the settlement, the parties further request that this Court enter a Stipulation of Judgment including an order dismissing this lawsuit, without prejudice, with each party to bear their own costs and attorneys’ fees, that will automatically convert to a dismissal with prejudice on March 1, 2017, unless one of the parties files a motion before that date seeking to enforce any term of the parties’ Agreement. A proposed Stipulation of Judgment is attached as Exhibit B to this Motion and will also be submitted to the Court’s email address for proposed orders.

WHEREFORE, the parties hereby request that the Court:

- a. Approve their Agreement as a just and fair resolution of this action;
- b. Enter the attached Stipulation of Judgment;
- c. Order that this action is dismissed, without prejudice, and with all parties to bear their own costs and attorneys' fees, and that the dismissal will automatically convert to a dismissal with prejudice on March 1, 2017, unless one of the parties files a motion before that date seeking to enforce any term of the parties' Agreement; and
- d. for any further or other relief as this Court deems just and proper.

Date: December 28, 2015

/s/ Steven S. Shonder

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